

EXHIBIT A

07/12/05 TUE 09:38 FAX 765 451 2049

PURCHASING

001

DELPHI

K. Granlich

508 590 0309

Delphi Electronics and Safety

Page 1 of 7

Buyer:
DELPHI ELECTRONICS & SAFETY P.O. Box 9005 KOKOMO IN 46904-9005

Purchase Order	
PO Number 450112937	Date Issued 08-Jul-2005
Version 09-Jul-2005 02:20:10 EST	

Deliver to:
PROTO LAB PLANT 9 Attention: Jana Royal 2033 E. BOULEVARD KOKOMO IN 46902

Delivery date: 30-SEP-2005

SPEEDLINE TECHNOLOGIES INC 16 FORGE PARK FRANKLIN MA 02038-3157

Vendor No: 1002870
DUNS No: 183112879
Payment Terms: 2/2/2
Payment settled on 2nd, 2nd Month
Incoterms: FOB - Freight Collect

Invoice 082077 \$152,807⁰⁰
Invoice 0820411 36,198⁰⁰

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
00010	PR10179694 00010	1.000	DAHQ DELPHI D HEADQUARTERS LONGGOOD S
WAVE SOLDER SYSTEM ELECTROVERT VECTRA WAVE SOLDER SYSTEM INCLUDING OPTIONS: 480V/60HZ L/R INTERMIX RIGID FINGERS .0064MM (L/V) FINGER CLEANER FINGER MASK FB WIDTH ADJUST LEAD SCREW COVERS LOAD END OPTION 2 ZONE 1 VEC-BOTTOM/R-TOP ZONE 2 VEC-BOTTOM/WIR-TOP ZONE 3 IR OPTIMA FLUXER W/DUAL SUPPLY IN EXTERNAL CABINET N2 ULTRAFILL N2 SOLDER WIRE FEEDER W/SOLDER LEVEL SENSOR QUICK CHANGE SOLDER POT W/SS MATERIALS STATUS LIGHT TOWER 2 REAR E-STOP EMERGENCY POWER SUPPLY SMDMA INTERFACE ENGLISH LANG 1 EXTRA CD ROM MANUAL DELPHI STD WARRANTY DOCUMENT 59 #384 STUART LONGGOOD (765)451-0294 PR449737 6P-007013 Warranty: 18 months parts wdn labor			

Purchasing Contact: Drake, Greg
Phone: 765-451-2019
Fax: 765-451-5750

Contact Address:
Delphi E & S
One Corporate Center MS:CTLLM,
KOKOMO IN 46902

Date and Time Printed: 09-Jul-2005 02:20:10 EST

DELPHI

Delphi Electronics and Safety

Page 2 of 7

SPEEDLINE TECHNOLOGIES INC
16 FORGE PARK
FRANKLIN MA 02038-3157

Purchase Order

PO Number 450112937 Date Issued 08-Jul-2005
Version 09-Jul-2005 02:20:10 EST

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant	Description	Requester
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value
30-SEP-2005	1.000	189,005.00	1	EA	189,005.00
Net Line Item Value:					USD 189,005.00
Total net value:					USD 189,005.00

Notes:

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

* PAYMENT ISSUES AND QUESTIONS REGARDING SHIPPED *
* MATERIAL SHOULD BE DIRECTED TO: *
* DISBURSEMENT SERVICES AT (248)874-4636. (A2) *

DO NOT INVOICE FOR SHIPPED MATERIAL. DELPHI E&S IS
'PAY ON RECEIPT' AND INVOICES ARE NOT REQUIRED.

INVOICES ARE REQUIRED AND MUST BE SUBMITTED FOR
SERVICES AND ITEMS WHICH ARE NOT SHIPPED.

PLEASE SUBMIT THESE TO:
DELPHI DELCO ELECTRONICS CORP
ATTN: MANUAL RECEIPTS PROCESSING MS-9A241
P O BOX 9005
KOKOMO, IN 46904-9005

CALIFORNIA SHIPMENTS - DELPHI-E&S DOES NOT
HAVE A DIRECT PAYMENT PERMIT IN CALIFORNIA.
DELCO ELECTRONICS CORP DOES HAVE DIRECT PAY
PERMITS IN INDIANA,
MICHIGAN, TEXAS AND WISCONSIN.

DELPHI

Delphi Electronics and Safety

Page 3 of 7

SPEEDLINE TECHNOLOGIES INC
16 FORGE PARK
FRANKLIN MA 02038-3157

Purchase Order

PO Number	Date Issued
450112937	08-Jul-2005
Version	
09-Jul-2005 02:20:10 EST	

Item No.	Material No./Item Identifier No.	Total Order Quantity	Plant
Description			Requester

Notes Continued:

YOU MUST PLACE THE FOLLOWING ON YOUR PACKING SLIP:
- PURCHASE ORDER (ONLY ONE PURCHASE ORDER NUMBER PER PACKING SLIP)
- DELPHI-E&S "ITEM IDENTIFICATION NUMBER (ID)" FROM PURCHASE ORDER FOR EACH DELIVERED ITEM
- LIST DELPHI-E&S DESCRIPTION PER PURCHASE ORDER FOR EACH LINE ITEM DELIVERED FOLLOWED BY YOUR DESCRIPTION IF DESIRED.
- EQUIPMENT SERIAL NUMBER(S)

ADDITIONAL PACKING SLIP INFORMATION:

- EACH BOX/CRATE MUST CONTAIN A COMPLETE PACKING SLIP FOR THE ENTIRE DELIVERY
- HIGHLIGHT ON THE PACKING SLIP THE APPLICABLE PURCHASE ORDER ITEM IDENTIFICATION NUMBER FOR EACH ITEM LOCATED IN THE BOX/CRATE
- PACKING SLIP MUST BE ENCLOSED IN A CLEAR PLASTIC ENVELOPE AND AFFIXED TO THE OUTSIDE (WITH A COPY INSIDE) OF EACH BOX/CRATE.

ROUTING: REFER TO ROUTING LETTER DATED 02/13/03 FOR INSTRUCTIONS. CALL DELPHI E&S TRANSPORTATION AT (765)451-4078 OR -4079 FOR ADDITIONAL INFORMATION. FREIGHT TERMS ARE "FOB ORIGIN/FREIGHT COLLECT". BUYER WILL ONLY PAY FREIGHT CHARGES IF THE SELLER USES THE BUYER SELECTED CARRIER AND SHIPS COLLECT. THE SELLER AGREES TO PAY ALL FREIGHT INVOICES WHEN SELLER DEVIATES FROM BUYER SPECIFIED CARRIER WITHOUT PRIOR APPROVAL FROM DELPHI E&S TRANSPORTATION.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

CHANGES IN SPECIFICATIONS AFFECTING PRICE AND/OR LEADTIME, WHETHER INITIATED BY SUPPLIER OR DELPHI DELCO ELECTRONICS CORP MUST NOT BE MADE WITHOUT PRIOR APPROVAL BY DELPHI PURCHASING VIA A PURCHASE ORDER AMENDMENT. ANY CHANGES IN DELIVERY DATE FOR ANY REASON WHATSOEVER WILL BE REPORTED PROMPTLY IN WRITING TO THE BUYER WITH DETAILED EXPLANATION.

DELPHI

Delphi Electronics and Safety

Page 4 of 7

SPEEDLINE TECHNOLOGIES INC
16 FORGE PARK
FRANKLIN MA 02038-3157

Purchase Order

PO Number	Date Issued
450112937	08-Jul-2005
Version	
09-Jul-2005 02:20:10 EST	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

Notes Continued:

IN ADDITION TO THE REQUIREMENTS SPECIFIED, THE EQUIPMENT MUST COMPLY WITH DELPHI DELCO ELECTRONICS CORP'S EQUIPMENT APPROVALS PROCEDURE AND ONE OF THE FOLLOWING STANDARDS ASSIGNED BY THE DELPHI-E&S EQUIPMENT APPROVALS OFFICE: A) STANDARD INDUSTRIAL EQUIPMENT SPECIFICATIONS, OR, B) CUSTOM INDUSTRIAL EQUIPMENT SPECIFICATION.

IF THIS SHIPMENT REQUIRES AN AIR-RIDE OR PADDED VAN TO INSURE ITS SAFETY, ROUTE VIA NORTH AMERICAN VAN LINES. ARRANGE ALL DETAILS THROUGH GUYER THE MOVER (765) 457-6197 OR 800-783-8268.

***** Calibration Service Requirements:

1. QS9000 registration requires Delphi to use inspection / test laboratory suppliers that have ISO/IEC Guide 25 (or ISO/IEC 17025) accreditation. The OEM may be used whenever an accredited source cannot be found.
2. Calibration Services on Delphi equipment shall be performed to original manufacturer's specification. If such specification is not available, equivalent reference standards (e.g. BS, ISO, JIS, and DIN) shall be used.
3. All test/measurement instruments used to calibrate Delphi equipment shall be traceable to National/International Standards (e.g. NIST, NML, NPT, ETL, and NRC).
4. If calibration standard is found to be out of tolerance, upon re-calibration of the standard, the supplier shall determine validity of previous measurements made on Delphi equipment and shall provide for immediate re-calibration of all affected equipment when necessary.
5. The supplier shall provide calibration report for every piece of equipment calibrated. The report shall include the following:
 - A) Type of Equipment
 - B) Identification number of equipment
 - C) Identification number of calibration standard
 - D) Traceability information of calibration standard
 - E) Check method of calibration activity (e.g. reference manual description of equipment or equivalent)
 - F) Calibration results stating:
 - F1. Test Items
 - F2. Measured values as received
 - F3. Measured values after adjustment (if adjustment were made)
 - F4. Acceptance Criteria
 - G) Statement of conformance to specification after calibrations
 - H) Name of person responsible for the calibration
 - I) Date of the calibration
6. Calibration sticker shall be affixed on all Delphi's equipment that is calibrated. The information shall contain the date of calibration, identification number of

DELPHI

Delphi Electronics and Safety

Page 5 of 7

SPEEDLINE TECHNOLOGIES INC
16 FORGE PARK
FRANKLIN MA 02038-3157

Purchase Order

PO Number	Date Issued
450112937	08-Jul-2005
Version	
09-Jul-2005 02:20:10 EST	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

Notes Continued:

equipment or calibration reference number.

7. Any variation from the above requirements for approval to repair equipment, which cannot be calibrated, must have written approval from the buyer.

A PROPERLY COMPLETED CERTIFICATE OF ORIGIN,
NATA CERTIFICATE WHERE APPLICABLE (CUSTOMS FORM 434)
AND A MANUFACTURERS AFFIDAVIT STATING THE COUNTRY OF
ORIGIN BE INCLUDED WITH THE SHIPPING DOCUMENTS FOR
THE MATERIAL ON THIS PURCHASE ORDER. (NT)

WARRANTY AND SPARE PARTS INSTRUCTIONS

PRIOR TO THE SHIPPING OF EQUIPMENT TO DELPHI DELCO
ELECTRONICS SYSTEMS YOU MUST "ELECTRONICALLY" PROVIDE
THE FOLLOWING INFORMATION FOR EACH PIECE OF EQUIPMENT
TO THE INDIVIDUALS LISTED:
-PURCHASE ORDER NUMBER
-EQUIPMENT DESCRIPTION (S) & MODEL NUMBER (S).
IF APPLICABLE
-EQUIPMENT SERIAL NUMBER (S)
-LIST OF RECOMMENDED SPARE PARTS INCLUDING:
SPARE PART DESCRIPTIONS, OEM SPARE PART NUMBERS
OEM SPARE PART NUMBERS, SPARE PART PRICES, AND
SPARE PART PRICING EXPIRATION DATE
-DESIGNATE WHICH PARTS ARE CONSIDERED "CONSUMABLE" VERSUS
THOSE COVERED UNDER WARRANTY

-EQUIPMENT WARRANTY PERIOD

-EQUIPMENT WARRANTY START DATE

ELECTRONICALLY TRANSMIT THIS INFORMATION TO THE FOLLOWING INDIVIDUALS:

THOMAS.D.RIGLE@DELPHI.COM

MIKE.SALYERS@SETECHUSA.COM

REQUESTOR (WHO ORDERED), AS IDENTIFIED ON THE PURCHASE ORDER.

FAILURE TO PROVIDE THIS INFORMATION AT TIME OF SHIPMENT MAY NEGATIVELY IMPACT PAYMENT PROCESSING.

THE ULTIMATE DESTINATION OF THE MATERIAL ON THIS PURCHASE
ORDER IS MEXICO.

DELPHI

Delphi Electronics and Safety

Page 6 of 7

SPEEDLINE TECHNOLOGIES INC
16 FORGE PARK
FRANKLIN MA 02038-3157

Purchase Order

PO Number	Date Issued
450112937	08-Jul-2005
Version	
09-Jul-2005 02:20:10 EST	

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant
Description			Requester

Notes Continued:

IMPORTANT NOTICE TO SUPPLIERS:
PLEASE COMPLY STRICTLY WITH DELPHI'S ENVIRONMENTAL REQUIREMENTS AS STATED IN THE ENVIRONMENTAL REQUIREMENTS FOR CONTRACTORS / SUPPLIERS / VENDORS. A COPY OF THE ENVIRONMENTAL REQUIREMENTS IS AVAILABLE UPON WRITTEN REQUEST TO THE BUYER.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredient Disclosure and Special Warnings Instructions").

Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Supplier agrees to make deliveries according to the agreed upon delivery date(s), and to pay to Buyer liquidated damages amounting to 1.00% of the contract price per week, for each week (or part thereof) of any delay. Additional charges incurred by the supplier to achieve agreed upon delivery date are the supplier's responsibility and will not be reimbursed by Delphi.

CERTIFICATE OF INSURANCE GENERAL

CONTRACTOR SHALL OBTAIN AND MAINTAIN CONSISTENT WITH THE PROVISIONS OF THIS CONTRACT, AT ITS SOLE EXPENSE, THE FOLLOWING TYPES OF INSURANCE COVERAGE, TO REMAIN IN FORCE DURING THE TERM OF THIS CONTRACT, WITH MINIMUM LIMITS AS SET FORTH BELOW:

1. COMMERCIAL GENERAL LIABILITY COVERING LIABILITY ARISING FROM PREMISES, OPERATIONS, INDEPENDENT CONTRACTORS, PRODUCTS - COMPLETED OPERATIONS, PERSONAL AND ADVERTISING INJURY, AND BLANKET CONTRACTUAL LIABILITY - US \$5,000,000 EACH OCCURRENCE.
2. BUSINESS AUTOMOBILE LIABILITY COVERING ALL OWNED, HIRED AND NON-OWNED VEHICLES - US \$5,000,000 EACH OCCURRENCE, INCLUDING ALL APPLICABLE STATUTORY COVERAGES.
- 3.

Inx 0520277 152807
do 654175 36198-

DELPHI

Delphi Electronics and Safety

Page 7 of 7

SPEEDLINE TECHNOLOGIES INC
16 FORGE PARK
FRANKLIN MA 02038-3157

Purchase Order

PO Number	Date Issued
450112937	08-Jul-2005
Version	
09-Jul-2005 02:20:10 EST	

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

Notes Continued

WORKERS COMPENSATION - STATUTORY LIMITS FOR ALL STATES OF OPERATION.

4. EMPLOYERS LIABILITY - US \$1,000,000 EACH EMPLOYEE FOR BODILY INJURY BY ACCIDENT AND US \$1,000,000 EACH EMPLOYEE FOR BODILY INJURY BY DISEASE.

5. PROFESSIONAL/ERRORS AND OMISSIONS LIABILITY INSURANCE APPROPRIATE TO THE CONTRACTOR'S PROFESSION. COVERAGE SHOULD ALSO BE FOR A PROFESSIONAL ERROR, ACT OR OMISSION ARISING OUT OF THE SCOPE OF SERVICES SHOWN IN THIS CONTRACT - US \$1,000,000 PER OCCURRENCE (ONLY IF PERFORMING CONSULTING ALONG WITH ACTUAL SITE WORK, IF NO CONSULTING, THIS PROVISION CAN BE DELETED).

ALL POLICIES OF INSURANCE PROCURED BY CONTRACTOR HEREIN SHALL BE WRITTEN AS PRIMARY POLICIES; NOT CONTRIBUTING WITH OR IN EXCESS OF COVERAGE THAT DELPHI MAY CARRY. IF CONTRACTOR'S LIABILITY POLICIES DO NOT CONTAIN THE STANDARD SEPARATION OF INSURED'S PROVISION, OR A SUBSTANTIALLY SIMILAR CLAUSE, THEY SHALL BE ENDORSED TO PROVIDE CROSS-LIABILITY COVERAGE. CONTRACTOR SHALL AGREE TO WAIVE THEIR INSURER'S RIGHT SUBROGATION UNDER ITS POLICIES. DELPHI SHALL BE AN ADDITIONAL INSURED UNDER CONTRACTOR'S INSURANCE POLICY (EXCEPT WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY), AND AT DELPHI'S REQUEST, CONTRACTOR SHALL PROVIDE DELPHI WITH A CERTIFICATE OF INSURANCE EVIDENCING COMPLIANCE WITH THE LIMITS, INSURANCE REQUIREMENTS AND WAIVER OF SUBROGATION SET FORTH ABOVE. SUCH CERTIFICATE SHALL BE IN A FORM ACCEPTABLE TO, AND UNDERWRITTEN BY AN INSURANCE COMPANY REASONABLY SATISFACTORY TO DELPHI AND WITH AN A.M.BEST COMPANY RATING OF A- OR ABOVE. BY REQUIRING INSURANCE HEREIN, DELPHI DOES NOT REPRESENT THAT COVERAGE AND LIMITS WILL NECESSARILY BE ADEQUATE TO PROTECT CONTRACTOR. THE PURCHASE OF APPROPRIATE INSURANCE COVERAGE BY CONTRACTOR OR THE FURNISHING OF A CERTIFICATE OF INSURANCE SHALL NOT RELEASE CONTRACTOR FROM ITS RESPECTIVE OBLIGATIONS OR LIABILITIES UNDER THE AGREEMENT.

MAIL ABOVE TO THE BUYER OF RECORD NOTED AT THE BOTTOM OF OF THE PURCHASING DOCUMENT.
(FAX, PHONE AND ADDRESS BE PROVIDED)

CONTRACTORS ARE ADVISED THAT THEIR EMPLOYEES MAY HAVE THE POTENTIAL OF EXPOSURE TO WORKPLACE CHEMICALS. CONCERNS REGARDING THIS MATTER CAN BE DIRECTED TO DELPHI CORP ENGINEERING DEPT. CONTACT YOUR BUYER OF RECORD FOR A LOCAL CONTACT NUMBER.
